

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

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**CENTER FOR PUBLIC INTEGRITY,**

**Plaintiff**

**v.**

**DEP'T OF STATE,**

**Defendant.**

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**Civil Action No. 17-1898 (RCL)**

**SETTLEMENT AGREEMENT**

Plaintiff Center for Public Integrity (“Plaintiff”) and United States Department of State (“Defendant”), by and through their respective counsel, enter into this Settlement Agreement (“Agreement”) as follows:

1. The Parties agree to settle and compromise this action under the terms and conditions set forth herein.
2. In consideration of Plaintiff's agreement that this action shall be dismissed with prejudice, Defendant State agrees to pay Plaintiff the total sum of \$6,868.60 in full satisfaction of any and all claims by Plaintiff for attorneys' fees, expenses and costs in connection with this case. Plaintiff's counsel will provide Defendant's counsel, no later than 30 days after the execution of this Agreement, with all necessary information required to make the electronic fund transfer.
3. This Agreement does not constitute an admission of liability or fault on the part of Defendant, the United States, its agents, servants, or employees, and is entered into by all parties for the sole purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

4. By this Agreement, Plaintiff waives, releases, discharges, and abandons any and all claims, whether asserted or un-asserted, against Defendant in connection with its FOIA request(s) at issue in this case, including, without limitation, all claims for fees and costs.

5. Concurrent with the execution of this Settlement Agreement, Plaintiff's counsel shall seek the dismissal of this case with prejudice pursuant to Federal Rule of Civil Procedure 41(a) by filing only the Stipulation of Dismissal with Prejudice attached hereto.

6. The undersigned counsel represent that they are authorized to make this agreement on behalf of their clients.

7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

8. The Parties agree that a facsimile of the signatures of the parties and counsel will be the same as the original.

9. The Parties understand that this Agreement contains the entire agreement between Plaintiff and Defendant; that no promise or inducement has been made except as set forth herein; and that no representations, oral or otherwise, between Plaintiff and Defendant, or their respective counsel, not included herein shall be of any force and effect.

10. The parties agree that this Agreement will not be used as evidence or otherwise in any pending or future civil or administrative action against Defendant or the United States, or any agency or instrumentality of the United States. The exception is that this Agreement may be used as evidence to enforce this Agreement.

11. This Agreement may not be amended, modified, waived, or supplemented except by written instrument executed by duly authorized representatives of both parties.

12. If any paragraph or portion of this Agreement is determined to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

/s/

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/s/

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